

April 2, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT WITH THE ANDERSON GRADUATE SCHOOL OF
MANAGEMENT AT THE UNIVERSITY OF CALIFORNIA, LOS ANGELES,
TO PROVIDE MANAGEMENT DEVELOPMENT FOR
EARLY CHILDHOOD EDUCATORS
(ALL DISTRICTS) (3 VOTES REQUIRED)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached agreement with the Anderson Graduate School of Management at the University of California, Los Angeles (UCLA), to provide Management Development for Early Childhood Educators Training for a 15-month period, effective March 28, 2002 through June 30, 2003. The maximum contract amount is \$400,000. The costs of this program are offset by the contract with the California Department of Education, Child Development Division (CDE/CDD), which was approved by your Board.
2. Delegate authority to the Chief Administrative Officer to prepare and execute contract amendments, not to exceed 10 percent of the maximum agreement amount, if needed for additional units of service or to comply with terms of the contract with CDE/CDD.

PURPOSE OF RECOMMENDATION

The purpose of this recommendation is to secure your Board's approval of the attached agreement with UCLA and to begin implementation of the Management Development for Early Childhood Educators Training. The training is intended to augment the skills of Site Supervisors and Program Directors in CDE-funded child development centers in the areas of supervision; personnel policies and procedures; budget development; strategic planning; and contract compliance. Participants in the training will produce a three-year plan to improve staff retention.

On August 28, 2001, your Board approved a contract with CDE/CDD to implement the "Investing in Early Educators" Program. This program, which is administered by the Office of Child Care within the Service Integration Branch of the Chief Administrative Office (CAO), is intended to improve the quality of child development services available to children and families in CDE-funded child development centers. The contract includes two components: a stipend program for persons working directly with children, and a training component to improve the management skills of child development program administrators. The attached agreement will allow the Office of Child Care to implement the training component.

STRATEGIC PLAN GOALS

The Management Development for Early Childhood Educators training component will improve the administrative skills of child care program administrators, and enhance their ability to retain qualified early childhood educators for their programs. Continuity of staff is a key indicator of child development program quality. As a result, this program supports the County's Strategic Goal 5: Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

The contract with CDE/CDD provides \$5,009,405.01 to support the implementation of the stipend and training components of the "Investing in Early Educators" Program. Within the total contract amount, \$400,000.01 is budgeted for the management-training component, and is included in the CAO Fiscal Year 2001-2002 Adopted Budget.

On December 20, 2002, CDE/CDD issued written notification to counties that the Child Care Salary/Retention contracts are going to be amended. The amendments will extend the term of the contracts to June 30, 2003, and will increase the amount of the contracts. The documents required to initiate the amendment of the Los Angeles County contract have been submitted to CDE/CDD. We expect to receive the actual contract amendment from CDE/CDD during the month of April 2002, and will submit it to your Board for adoption at that time.

Based on that information, and given the scheduling needs of child care program administrators, the attached agreement runs through June 2003. In the unlikely event that CDE/CDD is unable to fulfill the commitments described in the letter of December 20, 2001, the agreement with UCLA is structured with the possibility to terminate at the close of the first training session.

FACTS AND PROVISIONS

On November 16, 2001, CAO notified your Board of our intent to proceed with contract negotiations with UCLA. Clearances were received and the attached agreement was developed.

The services under this contract are tailored to meet the specific staff retention goals of the "Investing in Early Educators" Program. Two sessions, with a total of 80 to 100 participants, will be held during the agreement period. Each session will include 96 hours of training at UCLA.

Faculty from UCLA will teach all courses, and participants will have the option of receiving continuing-education credits.

Each participant will design a Management Improvement Project to address the specific staff compensation and retention issues impacting their program. Course work will include information on the following topics:

- Organization and Strategy;
- Management Theory and Practice;
- Systems Thinking;
- Marketing; and
- Finance and Accounting.

The Management Development for Early Childhood Educators training will benefit from UCLA's 11 years of experience in training early childhood program administrators. Independent evaluations of past training programs have stated, "This is some of the most powerful data we have ever seen on how a management education program has influenced the structure and operation of organizations as perceived by key administrators." The Contractor is in compliance with all Board, County Counsel, and CAO requirements.

CONTRACTING PROCESS

In October 2001, the Office of Child Care solicited Statements of Interest from six local universities, a community college, and the Los Angeles County Office of Education Child Care Training Institute. Two responses from public universities were received and reviewed.

The UCLA proposal met the requirements contained in the Statement of Interest. Their program targets persons at the Site Supervisor or Program Director levels who have already completed introductory courses in child development administration.

The CAO has evaluated and determined that the Living Wage Program (County Code ch2.201) does not apply to the recommended agreement.

IMPACT ON CURRENT SERVICES

The "Investing in Early Educators" Program is intended to improve the retention of qualified staff that work directly with children in CDE-funded child care centers. The stipend component provides cash incentives to qualified staff that continue to work directly with children in CDE-funded child care centers and complete academic units related to their work. The Management Development component enhances the skills and abilities of program administrators to optimize resources and development additional incentives to retain staff.

CONCLUSION

It is recommended that your Board approve and instruct the Chairman to sign the attached agreement with the Anderson Graduate School of Management at the University of California, Los Angeles (UCLA), to provide the Management Development for Early Childhood Educators training for a 15-month period, effective March 28, 2002 through June 30, 2003.

Signed copy of the agreement should be returned to:

- Chief Administrative Office, Service Integration Branch, Office of Child Care, 222 South Hill Street, 5th Floor, Los Angeles, California 90012.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WJK
ASD:KMS

Attachment

c: County Counsel
Auditor-Controller

COUNTY OF LOS ANGELES



AGREEMENT FOR INVESTING IN EARLY EDUCATORS PROGRAM MANAGEMENT TRAINING

BETWEEN

THE COUNTY OF LOS ANGELES

AND

**ANDERSON GRADUATE SCHOOL OF MANAGEMENT
UNIVERSITY OF CALIFORNIA AT LOS ANGELES**

AGREEMENT NUMBER: 02-039

**AGREEMENT 02-039 FOR
INVESTING IN EARLY EDUCATORS PROGRAM MANAGEMENT TRAINING**

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AGREEMENT 02-039
Investing in Early Educators Program Management Training

This AGREEMENT is entered into this _____ day of _____ 2002, by and between the County of Los Angeles (hereafter "COUNTY") and Anderson Graduate School of Management, University of California at Los Angeles (UCLA) (hereafter "CONTRACTOR"), to provide COUNTY with consulting services.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, specialized services to develop and administer a management training course for supervisors and program directors and

WHEREAS, CONTRACTOR is a firm recognized professional with extensive experience and training in this specialized field. In rendering these services CONTRACTOR shall, at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, the Board of Supervisors, pursuant to Government Code Section 31000, is authorized to enter into contracts for such specialized consultant services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

A. APPLICABLE DOCUMENTS

1. Attachments as set forth below are attached to and form a part of this Agreement.

Attachment A	<i>Contractor Employee Acknowledgment and Confidentiality Agreement</i>
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Attachment B	<i>Invitation for Bids/Request for Proposals Grounds for Rejection</i>
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Attachment C	<i>Principal Owner Information Form</i>
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Attachment D	<i>Child Support Compliance Program Certification</i>
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2. This Agreement and its Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

B. TERM OF AGREEMENT

1. The term of this Agreement shall commence on day following approval of this Agreement by COUNTY and shall expire on **June 30, 2003**. Payments for Phase II and Phase IV of the Statement of Work are contingent upon Board adoption of the State contract amendment and all payments are subject to COUNTY's right to terminate earlier for convenience, non-appropriation of funds, default of CONTRACTOR, substandard performance of CONTRACTOR, non-responsibility of CONTRACTOR, improper consideration given/offered to COUNTY with respect to the award of this Agreement, and breach of warranty to maintain compliance with COUNTY's Child Support Compliance Program.
2. This Agreement may be extended at the sole discretion of COUNTY, on a month-to-month basis for an additional one (1) year period by amending the Agreement to reflect such extension.

C. INTERPRETATION

This Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1. **Board of Supervisors**: The Board of Supervisors of the County of Los Angeles.
2. **Contractor**: The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by these specifications.
3. **County Contract Manager**: The COUNTY person who will monitor and evaluate CONTRACTOR's performance in the daily operation of the Agreement and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Agreement. The County Contract Manager for this Agreement shall be **Kathy Malaske-Samu**, or his/her designee. All work performed under this Agreement shall be subject to the approval of the County Contract Manager or designee.
4. **Fiscal Year**: COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

D. MAXIMUM AMOUNT AND CONTRACTOR PAYMENT

1. The Maximum Amount of this Agreement shall be **\$400,000.00 (four hundred thousand dollars)** for the term of this Agreement as set forth in Section B. 1, above.
2. Payment to CONTRACTOR shall be made in the arrears according to the schedule of payments and services as specified in Section E the Statement of Work, with payments for Phase III and Phase IV being contingent upon Board adoption of the State contract amendment; provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with documentation and deliverables attached supporting the statement of payment due. CONTRACTOR's fees shall include **all fees and pre-approved expenses** including all applicable taxes, and any additional taxes that are not included remain the responsibility of CONTRACTOR.
3. CONTRACTOR shall submit to the County Contract Manager its itemized invoice, and the required deliverables for approval.
4. Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing.

E. STATEMENT OF WORK

The CONTRACTOR's activities will include the following tasks and deliverables and may be directed and redirected at the discretion of the County Contract Manager:

Tasks/Deliverables:

Phase I: complete by April 15, 2002 (payment 1, \$100,000.00)

1. Develop a management training course for supervisors and program directors to teach management skills in the areas of planning, budgeting, fund development, and human resource management. The training will be given in two (2) sessions with each session consisting of ninety-six (96) hours. Each session will have no more than fifty (50) participants.

The training course is to address the following topics:

- a. Organization and Strategy: To be able to plan for and manage an efficient child care program and develop outline for writing their three-year staff recruitment and retention plan Management Improvement Project.
 - b. Management Theory and Practices: To be able to lead, manage, retain, and evaluate staff.
 - c. Systems Thinking: To be able to maximize efficiency by tracking and streamlining programs and processes to focus resources on where they are most needed, such as staff compensation.
 - d. Marketing: To be able to market and compete for scarce resources to maximize enrollment and create a stable revenue base from which to pay personnel.
 - e. Finance and Accounting: To be able to accurately plan and manage revenues and expenses to optimize resources. Also, to be able to secure new resources to expand or improve existing services. This in turn will allow for higher salaries and benefits to attract and retain staff.
 - f. Management Improvement Project (MIP): Student initiated plan to address specific recruitment and retention issues of their program. The MIP should address a three-year period.
2. Develop and implement recruitment plan for first session.

Phase II: complete by June 30, 2002 (payment 2, \$100,000.00)

1. Conduct first ten (10) days of training (session one).
2. Conduct a pre- assessment of participants' knowledge in core management theories and practices.

Completion and payments for Phase III and Phase IV are contingent upon Board adoption of the State contract amendment.

Phase III: complete by October 31, 2002 (payment 3, \$100,000.00)

1. Conduct final sixteen (16) hours of training (session one).

2. Conduct a post- assessment of participants' knowledge of core management theories and practices.
3. Recruit participants for the second session.

Phase IV: complete by February 28, 2003 (payment 4, \$100,000.00)

1. Conduct second session totaling ninety-six (96) hours of training.
2. Conduct pre and post assessments of participants' knowledge in core management theories and practices.
3. Provide to the County a summary analysis of the following:
 - a. Pre and post assessments for each session.
 - b. Management Improvement Projects developed in each session.

F. FURTHER TERMS AND CONDITIONS

1. Approval of Work

All tasks, "work products" (deliverables), services, or other work performed by CONTRACTOR are subject to the written approval of the COUNTY Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

2. Assurance of Compliance with Civil Rights Laws

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

3. Authorization Warranty

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

4. Budget Reductions

In the event that COUNTY's Board of Supervisors adopts in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits

paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by CONTRACTOR under this Agreement. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

5. Changes and Amendments of Terms

COUNTY reserves the right to change, through negotiation, any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and CONTRACTOR's designated Contract Manager.
- 5.2 For any revision which materially affects the scope of work, price, or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by CONTRACTOR and COUNTY's Chief Administrative Officer or his designee.
- 5.3 For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the County Contract Manager; the County Contract Manager or designee may accept or reject CONTRACTOR's written notification and request.

6. Compliance with Laws

- 6.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

- 6.2 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from any loss, damage, or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations, and ordinances.

7. Confidentiality

CONTRACTOR shall maintain the confidentiality of all its records including, but not limited to, billing, County records, case records, and patient records, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached ***Contractor Employee Acknowledgment and Confidentiality Agreement*** (Agreement Attachment A). The Confidentiality Agreement shall be filed in CONTRACTOR's personnel records for the employee and CONTRACTOR shall provide a copy to COUNTY upon request.

8. Conflict of Interest

- 8.1 CONTRACTOR represents and warrants that no County employee whose position in COUNTY enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this Agreement.

9. Consideration of Hiring County Employees Targeted for Layoff

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

10. Consideration of Hiring Participants of The Greater Avenues for Independence (GAIN) Program

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' GAIN Program who meet CONTRACTOR's

minimum qualifications for the position. COUNTY will refer GAIN participants by job category to CONTRACTOR.

11. Contractor Personnel

CONTRACTOR shall provide qualified personnel to perform work and provide “work products” (deliverables) as indicated in the Agreement. CONTRACTOR will ensure that its staff possess the required professional licenses and certificates, if any, required by the State of California.

12. Contractor’s Acknowledgment of County’s Commitment to Child Support Enforcement

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY’s policy to encourage all COUNTY contractors to voluntarily post COUNTY’s “*L.A.’s Most Wanted: Delinquent Parents*” poster in a prominent position at CONTRACTOR’s place of business. COUNTY’s District Attorney will supply CONTRACTOR with the poster to be used.

13. Contractor’s Warranty of Adherence to County’s Child Support Compliance Program

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY’s Child Support Compliance Program (County Code Chapter 2.200), and without limiting CONTRACTOR’s duty under this Agreement to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

14. Contractor Responsibility and Debarment

- 14.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience, to satisfactorily perform the contract.

It is the COUNTY's policy to conduct business only with responsible contractors.

- 14.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Agreements which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Agreement, debar CONTRACTOR from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.
- 14.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: 1) violated any term of a contract with COUNTY; 2) committed any act or omission which negatively reflects on CONTRACTOR's quality, fitness, or capacity to perform a contract with COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against COUNTY or any other public entity.
- 14.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 14.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit

evidence to the Contractor Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

14.6 A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

14.7 These terms shall also apply to subcontractors of COUNTY Contractors.

15. County Lobbyists

Each COUNTY lobbyist, as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any COUNTY lobbyist retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts which do or could create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

16. County's Quality Assurance Plan

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

17. County's Right to Renegotiate Agreement

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

18. Covenant Against Fees

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage, or contingent fee.

19. Delegation and Assignment

CONTRACTOR shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

19.1 Any delegation of duties shall be in the form of a subcontract. CONTRACTOR'S request to COUNTY for approval to enter into a subcontract shall include:

- 19.1.1 A description of the services to be provided by a proposed subcontractor.
- 19.1.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
- 19.1.3 The proposed subcontract amount, together with CONTRACTOR's cost or price analysis thereof.
- 19.1.4 A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by COUNTY before such modification or amendment is effective.

19.2 Subcontracts shall be made in the name of CONTRACTOR and shall not bind nor purport to bind COUNTY. The making of subcontracts hereunder shall not relieve CONTRACTOR of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by COUNTY shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event, shall approval of any subcontract by COUNTY be construed as effecting any increase in the amount contained in the maximum obligation of COUNTY.

20. Disclosure of Information

CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Agreement within the following conditions:

- 20.1 CONTRACTOR shall develop all publicity material in a professional manner.
- 20.2 During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles, using the name of COUNTY without COUNTY's prior consent
- 20.3 CONTRACTOR shall not possess any interest, title, or right to any COUNTY case data or records. CONTRACTOR is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONTRACTOR client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of COUNTY.

21. Employment Eligibility Verification

- 21.1 CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall

secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

- 21.2 CONTRACTOR shall indemnify, defend, and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

22. Indemnification

The UCLA agrees to indemnify, defend and hold harmless the COUNTY, its elected officials and appointed officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with UCLA negligent willful or unlawful actions, operation or services hereunder including any Worker's Compensation suits, liability or expense connected with services pursuant under this Agreement.

The COUNTY agrees to indemnify, defend and hold harmless the UCLA, its employees and consultants from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage including but not limited to bodily injury, death, personal injury, or property damage arising from or connected with the COUNTY's negligent willful or unlawful actions, operation or services hereunder including any Worker's Compensation suits, liability or expense connected with this Agreement.

23. Independent Contractor Status

This Agreement between COUNTY and CONTRACTOR is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR, and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Agreement.

24. Insurance Coverage Requirements

- 24.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

- 24.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired, “ and “non-owned” vehicles, or coverage for “any auto.”

- 24.3 **Workers’ Compensation and Employers’ Liability** insurance providing Workers’ Compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide Workers’ Compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act, or any other Federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

- 24.4 **Professional Liability** insurance covering liability arising from any error, omission, negligent, or wrongful act of CONTRACTOR, its officers, or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extend two-year reporting period commencing upon termination or cancellation of this Agreement.

25. Insurance - General Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs

maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

25.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Florence Fujii**, Service Integration Branch, Chief Administrative Office, 222 South Hill Street, 5th Floor, Los Angeles, CA 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

25.1.1 Specifically identify this Agreement.

25.1.2 Clearly evidence all coverages required in this Agreement.

25.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

25.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

25.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

25.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

- 25.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 25.4 **Notification of Incidents, Claims, or Suits:** CONTRACTOR shall report to COUNTY:
- 25.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
 - 25.4.2 Any third-party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - 25.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
 - 25.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the terms of this Agreement.
- 25.5 **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

25.6 Insurance Coverage Requirements for Subcontractors:

CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

25.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors; or

25.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

26. Licenses, Permits, Registrations, and Certificates

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

27. Liquidated Damages

If CONTRACTOR fails to perform agreed services of this Agreement, or does not complete such services within the agreed specified time, the COUNTY Contract Manager could at his/her discretion reduce CONTRACTOR's billing by up to ten percent (10%) of the total billing and/or suspend assigning work to CONTRACTOR for a period to be determined by COUNTY.

28. Meetings

All meetings between COUNTY and CONTRACTOR will be held at mutually agreed upon locations in Los Angeles County.

29. Non-Discrimination in Employment

29.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated

equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.

- 29.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age, condition of physical or mental disability, marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 29.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental disability, marital status, or political affiliation.
- 29.4 CONTRACTOR shall allow COUNTY's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.
- 29.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may cancel, terminate, or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the antidiscrimination provisions of this Agreement.

30. Notice of Delays

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to

delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

31. Notice to Employees Regarding the Federal Earned Income Credit

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

32. Notices

32.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

Kathy Malaske-Samu, Director
Office of Child Care
Service Integration Branch
Chief Administrative Office
222 South Hill Street, 5th Floor
Los Angeles, CA 90012
(213) 974-2440

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

Scott Moore
Anderson Graduate School of Management
UCLA
110 Westwood Plaza, Suite C305
Los Angeles, CA 90024
Phone: (310) 825-9015
Fax: (310) 206-9105
E-mail: swm@ucla.edu

32.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

33. Prohibition From Involvement in the Bidding Process of Future RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime contractor or subcontractor. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

34. Proprietary Rights

All materials, data, and other information of any kind obtained from COUNTY personnel, and all materials, data, reports, and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports, and information. The provisions of this paragraph shall survive the expiration or other termination of this Agreement.

35. Records Retention and Inspection

35.1 Upon receipt of a written request, CONTRACTOR shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy, or transcription any pertinent transaction, activity, time card, or other record relating to this Agreement. Failure on the part of CONTRACTOR to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files, and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes, or any audit.

35.2 Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating

to CONTRACTOR's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONTRACTOR.

- 35.3 In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONTRACTOR or otherwise, CONTRACTOR shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONTRACTOR's receipt thereof.

36. Recycled Bond Paper

Consistent with the COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

37. Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Paragraph 13.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney (DA) shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Paragraph 38.0, Termination for Default of the CONTRACTOR.

38. Termination for Convenience of the COUNTY

- 38.1 Performance of services under this Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective.

- 38.2 If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONTRACTOR.
- 38.3 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - 38.3.1 Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - 38.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 38.4 After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
- 38.5 In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.
- 38.6 Subject to the provisions of subparagraphs 34.4 and 34.5 above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this paragraph. Said amount may include a reasonable allowance for profit on work done, but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 38.7 Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports, and deliverables within ten (10) business days after termination of this Agreement.
- 38.8 Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Paragraph 30.0, Records Retention and Inspection, herein above.

39. Termination for Default of the CONTRACTOR

- 39.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 39.1.1 If CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof; or
 - 39.1.2 If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of three (3) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 39.2 In the event COUNTY terminates this Agreement in whole or in part as provided in Paragraph 38.0, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any incremental and excess costs for such similar services.
- 39.3 If, after giving Notice of Termination of this Agreement under the provisions of Paragraph 38.0, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 37.0, Termination for Convenience of the COUNTY, herein above.

- 39.4 Upon termination of this agreement, CONTRACTOR shall adhere to the termination provisions of Paragraph 37.0, Termination for Convenience of the COUNTY, herein above.

40. Termination for Improper Consideration

- 40.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
- 40.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 40.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

41. Termination for Non-Appropriation of Funds

- 41.1 COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to Federal, State, or COUNTY's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year.
- 41.2 COUNTY shall make a good faith effort to notify CONTRACTOR, in writing, of such non-appropriation at the earliest time.

42. Validity

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

43. Waiver

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

Consulting Services Agreement for
Investing in Early Educators Management Training
Agreement 02-039

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Chief Administrative Officer. CONTRACTOR has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
ZEV YAROSLAVSKY
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM
BY COUNTY COUNSEL

LLOYD W. PELLMAN

By _____
Deputy County Counsel

By _____
Stacy Dunn, Associate Dean
Anderson Graduate School of Management
at UCLA

Taxpayer Identification No.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this contractor employee acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this Agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the County of Los Angeles.

_____ *(Initial and date)*

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons and/or entities represented by the County of Los Angeles. The County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

“ . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . ”

I have also been informed by my employer of Labor Code Section 3219 (i.e., provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

“ . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . ”

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

**INVITATION FOR BID/REQUEST FOR PROPOSAL
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

Signature

Date

Attachment C**PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u>	
			<u>From Contractor</u>	
(a)	_____	_____	[YES]	[NO]
(b)	_____	_____	[YES]	[NO]
(c)	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name)

(Title/Position)

Attachment D**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal), _____ hereby submit this certification to the (Chief Administrative Office) pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as shown on bid or proposal) _____ an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276